

EXHIBIT A

272

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

-----x

AITHENT, INC.,

Plaintiff,

-against-

Case No. 4:11-CV-00173
(GAF)

THE NATIONAL ASSOCIATION
OF INSURANCE COMMISSIONERS,

Defendant.

-----x
CONTINUED

VIDEOTAPED DEPOSITION OF NARAYANASWAMY VENU GOPAL

Thursday, September 13, 2012

New York, New York

REPORTED BY:

Holly Hough

1 273

2
3
4
5 September 13, 2012
6 9:26 a.m.
7
89 Continued Videotaped Deposition of
10 NARAYANASWAMY VENU GOPAL, taken by Defendant,
11 pursuant to Adjournment, at the offices of Johnson
12 Gallagher Magliery LLC, 99 Wall Street, 15th Floor,
13 New York, New York 10004, before Holly Hough, a
14 Shorthand Reporter and Notary Public within and for
15 the State of New York.
16
17
18
19
20
21
22
23
24
251 275
2 APPEARANCES (continued)
3
45 NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS
6 1100 Walnut Street, Suite 1500
7 Kansas City, Missouri 64106-21978 BY: BETH HARGARTEN, ESQ., Managing Counsel
9 PHONE: 816.783.8029
10 FAX: 816.460.7459
11 EMAIL: bhargarten@naic.org12 NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS
13 2301 McGee Street, Suite 800
14 Kansas City, Missouri 64108-266215 BY: JULIENNE L. FRITZ,
16 Chief Business Strategy
17 and Development Officer
18 PHONE: 816.783.8709
19 FAX: 816.460.7495
20 EMAIL: jfritz@naic.org21 ALSO PRESENT:
22 ALEXIS REBOLLEDO, Legal Video Specialist
23
24
25

1 274

2 APPEARANCES

3
4 JOHNSON GALLAGHER MAGLIERIY LLC
5 Attorneys for Plaintiff
6 99 Wall Street, 15th Floor
7 New York, New York 10005
8
9 BY: STEVEN JOHNSON, ESQ.
10 PHONE: 212.248.2820
11 FAX: 212.248.0170
12 EMAIL: sjohnson@jgmlaw.com
13
14 HUSCH BLACKWELL, LLP
15 Attorneys for Defendant
16 4801 Main Street, Suite 1000
17 Kansas City, Missouri 64112
18
19 BY: JEFFREY J. SIMON, ESQ.
20 PHONE: 816.329.4711
21 FAX: 816.983.8080
22 EMAIL: jeff.simon@huschblackwell.com
23 -and-
24 MICHAEL HARGENS, ESQ.
25

1 Gopal 276

2 THE VIDEOGRAPHER: Good morning. This is
3 volume two of the continued examination of Mr.
4 Venu Gopal, as a 30(b)(6) witness on behalf of
5 Aithent, Inc., on September 13, 2012. The time
6 is 9:26 a.m. My name is Alexis Rebollo and I
7 will be the legal video specialist. All
8 parties will be noted record, and the witness
9 is still under oath.10 N A R A Y A N A S W A M Y V E N U G O P A L ,
11 having been duly sworn previously by a
12 notary public, was examined further and
13 testified as follows:

14 FURTHER EXAMINATION BY MR. SIMON:

15 Q. Good morning, Mr. Gopal.
16 A. Good morning.
17 Q. We're resuming your 30(b)(6) deposition
18 and I'll remind you, you're still under oath.

19 A. Yes.

20 Q. Mr. Gopal, under your Aithent License
21 Agreement with NAIC, was it your understanding that
22 the SBS system would have two different front ends
23 or one front end?24 A. I didn't have any understanding of how
25 many front ends would be there for SBS. I don't

1	Gopal	277	1	Gopal	279
2	quite understand that.		2	your question, would there be multiple interfaces, I	
3	Q. Do you understand what a front end is?		3	think the answer is there could have been multiple	
4	A. A front end is our interface to the		4	interfaces.	
5	system.		5	Q. Did you have an expectation though as to	
6	Q. A front end facing toward the producers is		6	whether there would be a separate SBS front end	
7	what I'm talking about, not a front end for the		7	different from an NIPR Gateway front end?	
8	user, but the front end for the producers and		8	A. I think there was certainly an expectation	
9	brokers and other industry users who might be		9	that SBS would have the ability to service	
10	wanting to enter transactions and information into		10	nonresident licenses, their renewals, resident	
11	SBS; do you understand that to be a front end?		11	licenses, their renewals. Whether or not those	
12	A. I mean, I can certainly take that		12	interfaces were directly built into SBS or whether	
13	definition.		13	these interfaces were coming in through a	
14	Q. Here's my question: What was your		14	third-party system like, for example, something that	
15	understanding as to what would be the front end of		15	NIPR had, I think was not really something that we	
16	the SBS system?		16	spent much time on.	
17	MR. JOHNSON: Is this at the time he		17	The reason for that is, it was my	
18	entered into the contract?		18	understanding, and I'm pretty sure it was	
19	MR. SIMON: Yes.		19	Mr. Gummig's understanding as well, that there would	
20	A. Let me try and see if I can answer the		20	be a sharing of those revenue streams, regardless of	
21	question by explaining what I understood at the		21	how it came in.	
22	time.		22	Q. And you understand, sir, or do you	
23	Q. Okay.		23	understand, whether NAIC has paid a royalty to	
24	A. Aithent had developed LEO. And the LEO		24	Aithent on Exhibit A transactions, which we	
25	system had the capability to both support the		25	discussed yesterday, on transactions which are	
1	Gopal	278	1	Gopal	280
2	regulators and their use of the system, as well as		2	processed in states which have licensed SBS?	
3	it was designed to support the fact that producers		3	A. Yes, we have, in states.	
4	who were not part of the Insurance Regulatory		4	Q. As I understand it, your claim in this	
5	Department or individuals who were outside of the		5	lawsuit is not that you have been underpaid on	
6	Regulatory Department would be able to fill out		6	royalties for transactions which were processed in a	
7	forms and submit applications for whatever it is		7	state which licensed SBS; is that correct?	
8	that they were seeking to apply for, and would be		8	A. I believe so, yes.	
9	able to submit that seamlessly to state regulators.		9	Q. Your claim rather is that you want to be	
10	So that was LEO.		10	paid for transactions processed through the NIPR	
11	I think that in our discussions that we		11	Gateway that did not get processed in a state which	
12	had with Mr. Gummig, right from the outset, it was		12	has licensed SBS?	
13	made clear to me that there was an interest on the		13	MR. JOHNSON: Objection to form.	
14	part of the NAIC to be able to look at LEO as the		14	A. That is certainly one part of it, yes.	
15	basis to build the system.		15	Q. What are the other parts of it?	
16	And at the same time, they did communicate		16	A. I believe, again, that with regard to	
17	the fact that the NAIC, through its affiliate, NIPR,		17	these royalties, that royalties for those	
18	already had certain functions that we already had		18	transactions listed in Exhibit A, including	
19	within the LEO but that NIPR was already marketing		19	appointments and terminations, would be shared with	
20	at the time, for example, appointments and		20	us regardless of whether or not SBS is implemented	
21	terminations. And so there was discussion around		21	in the state.	
22	the fact that even though LEO had some functionality		22	Q. And that was your understanding from the	
23	that the NAIC may choose to use the NIPR		23	date the agreement was signed?	
24	functionality.		24	A. That's certainly one part of the	
25	So in that context, if I were to look at		25	royalties, yes.	

